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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|------------------------------------------|------------------------------------------------------------|-------------------------------------------|--------------------------------|--------------------------------|--------------------------------------------------------------|
| AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE K | | PAGE OF PAGES 1 / 11 | | |
| 2. AMENDMENT/MODIFICATION NO. 0005 | | | 3. EFFECTIVE DATE 16 JUNE 2005 | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6200 BUYER/SYMBOL : J. BONNET/DESC-PLC PHONE: 703-767-9526 FAX: 703-767-8506 | | | CODE SP0600 | | 7. ADMINISTERED BY (If other than Item 6) | | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) | | | | | (✓) | | | 9A. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0006 |
| | | | | | X | | | 9B. DATED (SEE ITEM 11) 28 DEC 2004 |
| | | | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | | | | | | 10B. DATED (SEE ITEM 13) |
| BIDDER CODE: | | | | CAGE CODE: | | | | |
| CODE | | | | FACILITY CODE | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | |
| <p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) | | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | | |
| D. OTHER Specify type of modification and authority) | | | | | | | | |
| E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return <u> </u> copies to the issuing office. | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | | |
| <p>Offerors must acknowledge receipt of this amendment by <u>filling out Block 8 above, signing and dating Blocks 15A, 15B and 15C below</u> and returning this document to DESC-PLC, fax (703) 767-8506.</p> <p>(See Continuation Pages)</p> | | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect. | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | | |

1. The following clause is hereby added in full text:

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

The full text of this clause is included in this amendment:

2. The following clauses are hereby updated under solicitation SP0600-05-R-0006:

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JAN 2005)

I1.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET

APPLICATION) - ADDENDUM (DESC MAR 2005)

I1.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2005)

The full text of these clauses are included in this amendment:

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JAN 2005)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

- (i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | DESC | <u>AKI, MINIMUM</u> |
|------------------------------|-----------------------------|---------------------|---------------------|
| | | <u>PRODUCT CODE</u> | |
| 9130-00-148-7103 | Gasoline, Regular Unleaded | MUR | 87 |
| 9130-01-272-0983 | Gasoline, Midgrade Unleaded | MUM | 89 |
| 9130-00-148-7104 | Gasoline, Premium Unleaded | MUP | 91 |

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

- (iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

- (3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

- (i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | DESC | <u>AKI, MINIMUM</u> |
|------------------------------|-----------------------------|---------------------|---------------------|
| | | <u>PRODUCT CODE</u> | |
| 9130-01-090-1093 | Gasohol, Regular Unleaded | GUR | 87 |
| 9130-01-355-2393 | Gasohol, Midgrade Unleaded | GUM | 89 |
| 9130-01-090-1094 | Gasohol, Premium Unleaded | GUP | 91 |

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

- (iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

- (i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

- (3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7

percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

(1) **OCTANE REQUIREMENTS.**

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>AKI, MINIMUM</u> |
|------------------------------|---------------------------------|----------------------------------|---------------------|
| 9130-01-388-4080 | Reformulated Gasoline, Regular | MRR | 87 |
| 9130-01-388-4513 | Reformulated Gasoline, Midgrade | MMR | 89 |
| 9130-01-388-4524 | Reformulated Gasoline, Premium | MPR | 91 |

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.**

(1) **APPLICABLE TO ALL DIESEL GRADES.**

(i) **ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL 25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with ASTM D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **LOW TEMPERATURE OPERABILITY.** The low temperature performance of diesel fuel shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point.

(A) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(B) **COLD FILTER PLUGGING POINT (CFPP).** Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP shall be 10 degrees Celsius below the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2 AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below.

LOW SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|------------------------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-01-398-0697 | Grade No. 2-D S500 ("low sulfur No.2-D") | LS2 | 0.05 wt% | No |
| 9140-01-398-1130 | Grade No. 1-D S500 ("low sulfur No.1-D") | LS1 | 0.05 wt% | No |
| 9140-01-413-4919 | Grade No. 2-D S500 ("low sulfur No.2-D") | LSS | 0.05 wt% | Yes |
| 9140-01-413-7494 | Grade No. 1-D S500 ("low sulfur No.1-D") | LSW | 0.05 wt% | Yes |

HIGH SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|----------------------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-01-398-1395 | Grade No. 2-D S5000 ("regular No.2-D") | HS2 | 0.50 wt% | Yes |
| 9140-01-398-1422 | Grade No. 1-D S5000 ("regular No.1-D") | HS1 | 0.50 wt% | Yes |

(3) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to commercial specification ASTM D 975. In addition, product shall contain no more than 10 milligrams/liter (mg/L) of particulates as measured by ASTM D 6217. Product classification is shown below.

LOW SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|------------------------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-00-000-0184 | Grade No. 2-D S500 ("low sulfur No.2-D") | DL2 | 0.05 wt% | No |
| 9140-00-000-0185 | Grade No. 1-D S500 ("low sulfur No.1-D") | DL1 | 0.05 wt% | No |
| 9140-01-413-7511 | Grade No. 2-D S500 ("low sulfur No.2-D") | DLS | 0.05 wt% | Yes |
| 9140-01-412-1311 | Grade No. 1-D S500 ("low sulfur No.1-D") | DLW | 0.05 wt% | Yes |

HIGH SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|----------------------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-00-286-5294 | Grade No. 2-D S5000 ("regular No.2-D") | DF2 | 0.50 wt% | Yes |
| 9140-00-286-5286 | Grade No. 1-D S5000 ("regular No.1-D") | DF1 | 0.50 wt% | Yes |

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). These products shall conform to ASTM D 975 and additional requirements as specified above for each DESC product code. Although the Government does not encourage such actions, Contractors electing to deliver kerosene or Jet A to meet #1 diesel fuel requirements must—

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene or Jet A will meet requirements applicable to the specific product code, including particularly, sulfur, dye, lubricity, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).**

Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below. **PRODUCT CONTAINING USED OIL SHALL NOT BE SUPPLIED.** (See paragraph (f) below for

DESC product codes, national stock numbers, and detailed requirements applicable to blends of residual fuel with recycled lubricating oil.)

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|------------------------------|----------------|
| 9140-00-247-4366 | Fuel Oil, Burner 1 | FS1 | Yes |
| 9140-00-247-4365 | Fuel Oil, Burner 2 | FS2 | Yes |
| 9140-01-107-6139 | Fuel Oil, Burner 4 (Light) | FL4 | Yes |
| 9140-00-247-4360 | Fuel Oil, Burner 4 | FS4 | No |
| 9140-01-058-4431 | Fuel Oil, Burner 5 (Light) | FL5 | No |
| 9140-00-247-4359 | Fuel Oil, Burner 5 (Heavy) | FS5 | No |
| 9140-00-247-4354 | Fuel Oil, Burner 6 | FS6 | No |

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades Number 1, 2, and 4(Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must—

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including , specifically, viscosity, distillation, density and pour point, **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 5(LIGHT), 5(HEAVY) AND 6.** Product shall conform to ASTM D 6823, as modified by the requirements of paragraphs (1) through (5) below. Product classification is shown in the table below.

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> |
|------------------------------|-------------------------------|------------------------------|
| 9140-01-468-9135 | Fuel Oil, Burner, Grade RFC4 | RF4 |
| 9140-01-468-9157 | Fuel Oil, Burner, Grade RFC5L | R5L |
| 9140-01-468-9147 | Fuel Oil, Burner, Grade RFC5H | RF5 |
| 9140-01-468-9164 | Fuel Oil, Burner, Grade RFC6 | RF6 |

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Grades 4, 5(Light), 5(Heavy), and 6.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) **INCLUSION OF OFF-SPECIFICATION USED OIL PROHIBITED.** 40 CFR Parts 266 and 279 define off-specification used oil. The supply of RF4, R5L, RF5, or RF6 containing off-specification used oil is not permitted.

[] The offeror represents that it will provide certified test reports with associated QC documents validating compliance with EPA used oil standards contained in 40 CFR Parts 266 and 279 or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to—

ATTN: DESC-BPE ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the contract.

(5) The maximum allowable ash content for Burner Oil, Grade RF6, shall be 0.50 mass%, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-01-292-4460 | Kerosene, Grade No. 1-K | KS1 | 0.04 wt% max | No |
| 9140-01-461-3989 | Kerosene, Grade No. 1-K | KSR | 0.04 wt% max | Yes |

HIGH SULFUR GRADES

| <u>NATIONAL STOCK NUMBER</u> | <u>PRODUCT NOMENCLATURE</u> | <u>DESC PRODUCT CODE</u> | <u>MAXIMUM SULFUR CONTENT</u> | <u>RED DYE</u> |
|------------------------------|-----------------------------|----------------------------------|---------------------------------------|----------------|
| 9140-00-242-6748 | Kerosene, Grade No. 2-K | KSN | 0.30 wt% max | Yes |

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

11.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2005)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall—

(1) Fax its invoice to DFAS-CVDBBB/CO at the following fax number: **(614) 693-2537**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CVDBBB/CO) at **1-800-756-4571**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CVDBBB/CO specifically requests it.

(DESC 52.212-9F52)

11.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor's CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records **"Active."**

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation **"DUNS"** or **"DUNS+4"** followed by the DUNS or DUNS+4 number that identified the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i)(C) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
- (h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2005)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(2) **AVIATION GASOLINE.** Contractors should **not** invoice for FET on fuel to be used in a military aircraft. The Government will provide a Certificate of Ultimate Purchaser to support the sale at a tax excluded price.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **AVIATION GRADE KEROSENE (JET FUEL).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice. **NOTE: Aviation grade kerosene used in a military aircraft is nontaxable when being transferred from the refinery via pipeline or vessel. However, FET applies if the transfer is via truck or rail. A Contractor not permitted by IRS regulations to sell fuel tax-free must state that in its offer.**

(6) **BIODIESEL (B-20).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(8) **NONTAXABLE USES.** Use of aviation grade kerosene fuel for military aircraft is a nontaxable use. Certain uses of gasoline, undyed diesel fuel, and undyed nonaviation kerosene may also be tax-exempt. Contractors authorized by the IRS to sell tax-free fuel should obtain exemption certificates for these sales and not invoice the FET. **A Contractor not permitted by IRS regulations to sell tax-free fuel must state that in its offer.**

(b) **STATE TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State taxes. Examples of such taxes include excise, gross receipts, etc. The Contractor's invoice shall include a list of all State taxes that are included in the price, including the applicable rate.

(c) **LOCAL TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** local (city, county, etc.) taxes. The Contractor's invoice shall include a list of all local taxes that are included in the price, including the applicable rate.

(d) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State and local environmental and oil spill taxes and inspection fees.

(e) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) **DEFINITION. HUBZone small business concern,** as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)